

# LANCASTER COUNTY

COUNTY - CITY BUILDING  
LINCOLN, NEBRASKA 68508  
*BOARD OF COMMISSIONERS*

Telephone: (402) 441-7410  
FAX : (402) 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 03-170**

Lancaster County intends to enter into contract and invites you to submit a sealed proposal for:

### **RESPIRATORY SERVICES FOR LANCASTER MANOR**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed proposals will be received by Lancaster County, Nebraska on or before 12:00 noon **Wednesday, July 9, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. ONLY the proposer's name will be read publicly in the Purchasing Conference Room located on the first floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. *Late Proposal will not be considered.*

---

#### **COMMISSIONERS**

*DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN*

KERRY EAGAN, Chief Administrative Officer

# SEALED REQUEST FOR PROPOSAL

## SPECIFICATION NO. 03-170

**BID OPENING TIME: 12:00 NOON**

**DATE: Wednesday, July 9, 2003**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

---

---

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the proposal specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### **RFP - RESPIRATORY SERVICES**

### **FOR**

### **LANCASTER MANOR**

Please sign this form and attach sheet(s) detailing products or services included in the program. Delineate products and services by the following two sub-categories: 1) if they are at no charge to the Manor (should include those products and services billable to Medicaid/Medicare or other Insurance); and, 2) offered at an added cost to the Manor. Present charges referencing the following categories:

1. SECTION I: Respiratory Services
  - 1.1 Provided to the Manor at no cost.
  - 1.2 Offered to the Manor at an added cost.
2. SECTION II: Respiratory Equipment and Supplies
  - 2.1 Provided to the Manor at no cost.
  - 2.2 Offered to the Manor at an added cost.
3. SECTION III: Respiratory Equipment Preventative Maintenance
  - 3.1 Provided to the Manor at no cost.
  - 3.2 Offered to the Manor at an added cost.
4. OTHER SERVICES OFFERED BY THE CONTRACTOR (OPTIONAL)

---

---

**NOTE: RETURN 8 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED PROPOSALS FOR SPEC. NO. 03-170**

---

---

# SAMPLE SUPPLY PRICING

Listed below is a list of sample products. Indicate the contract pricing on these items, along with the period for which the prices are to remain firm.

		PRICE	UNIT	COMMENTS
1.	Aspirator/Suction Machine:	\$_____	per month	_____
2.	CPAP Compressor Only:	\$_____	per month	_____
3.	Pulse Oximeter (for facility)	\$_____	per month	_____
4.	Conserving Device for Portable Gas	\$_____	per month	_____
5.	Percussor	\$_____	per month	_____
6.	Aqua K Pad	\$_____	per month	_____
7.	Control III	\$_____	per bottle	_____
8.	E Cylinder Refill	\$_____	per each	_____
9.	Liquid Oxygen	\$_____	per lb.	_____
10.	Liquid Oxygen Liberator (Stationary)	\$_____	per month	_____
11.	Liquid Oxygen Portable	\$_____	per month	_____
12.	Oxygen Concentrator	\$_____	per month	_____
		\$_____	per 2 wks or less	_____
13.	Nebulizer	\$_____	per month	_____

**FIRM PRICE CLAUSE: (*Proposer must Check One*)**

(a) Bid prices firm for the full contract period (3 yrs.): \_\_\_\_\_

(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_ (see "Section II", 2.2.2)

If (b), state period for which prices will remain firm: Through \_\_\_\_\_.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_YES \_\_\_\_NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

\_\_\_\_\_  
The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

# INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a separate sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. SITE VISITATION**

- 8.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 8.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 Fee envelopes WILL be opened and evaluated as part of the criteria for ranking interested proposers.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed to best serve County requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

## **10. TERMINATION/ASSIGNMENT**

- 10.1 The County may terminate the Contract if the Contractor:
  1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already

performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 10.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

## **11. INDEMNIFICATION**

- 11.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIFICATIONS**

## **RESPIRATORY SERVICES FOR LANCASTER MANOR**

### **GENERAL INFORMATION**

#### **1. SCOPE OF SERVICES**

- 1.1 The Lancaster County Manor, herein after referred to as the County or Manor, is interested in obtaining proposals from interested Respiratory Services Providers, herein after referred to as Proposers or Contractors, to implement and administer a Respiratory Services Program to adequately meet the needs of the Manor and its residents.
  - 1.1.1 The Lancaster Manor is a 301 bed facility, which provides long term nursing home care to the residents housed in the facility.
  - 1.1.2 Delivery of respiratory services and/or supplies will be expected a minimum of three (3) times per week at pre-scheduled designated times.
    - 1.1.2.1 All respiratory services, supplies and equipment for the facility will be provided by the chosen Contractor.
  - 1.1.3 Emergency, on-call service must be available for verbal response within fifteen (15) minutes of call initiated by Manor, seven (7) days per week, 24 hrs. per day including holidays.
    - 1.1.3.1 On occasion emergency respiratory services administered by the Proposer's Respiratory Therapist will be requested, indicate in your proposal how you will accommodate these requests (including response time).
- 1.2 The requirements of this request will be divided into three (3) sections; as follows:
  - 1.2.1 Respiratory Services provided by a Therapist or Technician (including respiratory consultation and reporting services),
  - 1.2.2 Respiratory Equipment and Supplies (including prices on sample items provided in this document), and
  - 1.2.3 Respiratory Equipment Maintenance (including preventative routine maintenance).

#### **2. TERM OF THE CONTRACT**

- 2.1 The contract shall be for one (1) three (3) year period.
  - 2.1.1 The contract shall commence on the date the contract is ratified by the signing of both parties and shall continue for thirty-six (36) consecutive months.
- 2.2 The contract shall be renewable for an additional one (1) three (3) year period by mutual consent of the parties involved.

- 2.2.1 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than ninety (90) days prior to the expiration of the initial agreement period.
- 2.2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

**3. INFORMATION**

- 3.1 For information regarding this request please contact Kathy A. Smith (402) 441-8309, Assistant Purchasing Agent.
- 3.2 For information regarding the scope of work contact Larry Van Hunnik (402) 441-7101, Lancaster Manor Administrator.

**4. RELATIONSHIP BETWEEN THE PROVIDER AND THE COUNTY**

- 4.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an independent contractor for all purposes and in all situations.
- 4.2 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 4.3 Each party shall be responsible for its own negligence and the negligence of its employees.

**5. LIABILITY INSURANCE**

- 5.1 Contractor shall maintain professional liability and malpractice insurance throughout the term (and any subsequent renewal term) of this agreement.
- 5.2 The amounts of such insurance will be those minimums (if any) prescribed by law.
- 5.3 Contractor agrees that the County may examine the contract insurance policies at its request and that compliance with such a request will not be unreasonably withheld or delayed.
- 5.4 Contractor agrees to hold harmless the County and/or its assigns from any liens, incumbrance and/or disputes arising as a result of any business dealings between the contractor, its supplier, vendors and/or any other entity which the contractor engages or does business with.

**6. ACCESS TO RECORDS**

- 6.1 The County will take all necessary steps to assure complete access by the Contractor to all records necessary for the performance of its duties hereunder.
- 6.2 The Contractor shall retain as completely confidential all information relating to the policies, procedures, and records of the County, consistent with all laws regulation the disclosure of public and private (resident) records.

## **7. CONTRACT PROCEDURES AND PROVISIONS**

- 7.1 The enclosed contract, proposal and addenda provided to the County by the contractor shall comprise the entire contract of the parties.
  - 7.1.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
- 7.2 All other expenses incurred in the implementation and operation of respiratory services not mentioned herein will be borne by the contractor.
- 7.3 Any and all contractual agreement(s) generated as an outcome of this RFP process shall not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.

## **8. TERMINATION PROVISIONS:** The County shall have the right to terminate this contract upon twenty (20) days written notice to the Successful Contractor, if the Contractor:

- 8.1 Refuses or fails to supply enough properly skilled staff to satisfactorily provide complete acceptable respiratory services as requested by the County.
- 8.2 Disregards laws, ordinances, or regulations or orders of public authority having jurisdiction over the Contract.
- 8.3 Otherwise commits a substantial breach of any provision of the Contract Documents.
  - 8.3.1 Twenty days after the receipt of such notice, the contract shall automatically terminate without further obligation of the parties, except the Firm shall be paid on the basis of percentage of completion of the work performed hereunder (applies to 8.1, 8.2 and 8.3).
  - 8.3.2 The county may, at its discretion, contract for provision of the services required to complete the contract and hold the Firm liable for all expenses incurred in such additional contract over and above the total cost of performance set forth in the contract (applies to 8.1, 8.2 and 8.3).
- 8.4 Should legislative changes or regulation occur altering the County's respiratory service requirements, the County reserves the right to limit the number of years to which the County will be bound to the agreement.
- 8.5 *By mutual consent by both parties of the contract agreement*, upon receipt and acceptance of written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  - 8.5.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.

## **9.1 CONFIDENTIALITY**

- 9.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability (HIPA) Act 1996 and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure the County that Contractor will appropriately safeguard protected health information made available to or obtained by Contractor.



- 9.2 In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of the County.
- 9.3 At termination of this Agreement, Contractor shall return or destroy all protected health information received from County that Contractor still maintains in any form and retain no copies of such information.
- 9.4 The Parties agree that this Agreement may be amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

## **SPECIFIC INFORMATION**

### **1. SECTION I - RESPIRATORY THERAPIST/TECHNICIAN SERVICES**

- 1.1 Contractor shall supply Technicians & Respiratory Therapists available to Manor Staff 24 hrs. per day, seven days per week.
  - 1.1.2 Emergency, on-call service must be available for verbal response within fifteen (15) minutes of call initiated by Manor, seven (7) days per week, 24 hrs. per day including holidays.
    - 1.1.2.1 On occasion emergency respiratory services administered by the Proposer's Respiratory Therapist will be requested, indicate in your proposal how you will accommodate these requests (including response time).
- 1.2 Delivery of respiratory services and/or supplies will be expected a minimum of three (3) times per week at pre-scheduled designated times.
- 1.3 *Medical Technicians & Respiratory Therapists shall include, but are not limited to the following tasks:*
  - 1.3.1 Draw and run ABGs.
  - 1.3.2 Assist with the proper set-up of oxygen and respiratory equipment when requested (i.e., C/PAP, BI/PAP equipment)
  - 1.3.3 Perform deep suctioning, percussion and postural drainage, etc., as requested.
- 1.4 The selected contractor shall provide on-site in-service and continuing education for the facility staff with relation to the implementation and continued use of the respiratory services requested thereafter.
  - 1.4.1 As part of the agreement, and at no additional cost to the Manor, the contractor shall provide a minimum of four (4) in-services per year and more frequent presentations may be requested if circumstances dictate.
    - 1.4.1.1 Contractor shall be pro-active in keeping Manor Nursing Services current on all regulations which are in place, and those anticipated, which would effect the facility and its residents.
    - 1.4.1.2 Quarterly reports shall be provided by the contractor to assist in the administration of the Manor's quarterly quality assurance meetings.
  - 1.4.2 In-service sessions will be presented at times and places convenient to the Manor personnel required to attend.
  - 1.4.3 In-services shall inform our staff of proactive measures involving new rules/regulations regarding the delivery of respiratory services, insurance requirements and restrictions as per Medicaid / Medicare, and any other related information pertinent to the services provided by the Contractor.
- 1.5 Respiratory Services Contractor shall provide policies and procedures for all services and operation of all respiratory equipment.
  - 1.5.1 Contractor will also be required to review the Manor's existing policies and procedures for respiratory services and equipment.

## **2. SECTION II - RESPIRATORY EQUIPMENT AND SUPPLIES**

- 2.1 Successful Contractor shall provide all equipment and supplies necessary to deliver a complete successful respiratory services program.
  - 2.1.1 Contractor shall provide oxygen oximeters for our nursing stations.
    - 2.1.1.1 The Manor has two (2) floors and five (5) nursing stations.
  - 2.1.2 Contractor shall provide back-up concentrators necessary for emergency use.
- 2.2 Included in the RFP document is a equipment/supply listing which lists many of the items currently used by the Manor.
  - 2.2.1 As part of your proposal response indicate the contract pricing on the items listed, along with the period for which the prices are to remain firm.
    - 2.2.1.1 Proposers must state on the price proposal form if the bid prices will remain firm for the full contract period (3 years); or, if the bid prices will be subject to escalation/de-escalation.
  - 2.2.2 If prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable for the County:
    - 2.2.2.1 Contractor shall give written notice to Lancaster Manor Administrator of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price change.
    - 2.2.2.2 Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the Contractor of price changes.
    - 2.2.2.3 No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
    - 2.2.2.4 The approved price change shall be honored for all orders received by the Contractor after the effective date of such price change.
    - 2.2.2.5 Approved price changes are not applicable to orders already issued and in process at time of price change.
    - 2.2.2.6 The County reserves the right to audit and/or examine any pertinent documents or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
    - 2.2.2.7 The Manor Administrator retains the right to determine whether or not such proposed price changes are in the best interests of the Manor.
  - 2.2.3 Item offered are to be considered core items; core items shall be available to the Manor for the prices listed and shall be kept in stock by the Contractor in adequate supplies to serve the needs of the Manor.
  - 2.2.4 It is understood that the items listed are offered as a non-binding samples of the supplies and equipment required by the Manor.
    - 2.2.4.1 Any kindred items required by the Manor shall receive the same percentage of discount or pricing structure as items listed in these specifications.

**3. SECTION III - RESPIRATORY EQUIPMENT MAINTENANCE**

- 3.1 The Contractor shall warrant the equipment provided under this agreement and will insure that it is maintained in proper functioning order during the term of the agreement.
- 3.2 The Contractor shall also provide proactive preventative maintenance on all respiratory equipment both new and the Manor's existing equipment, including but not limited to:
  - 3.2.1 Cleaning and/or changing of filters; recording dates; and, compressor checks for all oxygen concentrators and aerosol machines,
  - 3.2.2 Change and dating of all nebulizers on pulmoaide units,
  - 3.2.3 Weekly rounds to change and date all cannulas and tubing on all oxygen delivery equipment, and
  - 3.2.4 Any other normal preventative maintenance, cleaning, sanitizing, monitoring, or surveillance of respiratory equipment used by the Manor.
- 3.3 Normal maintenance services and repair without charge are the Contractor's obligations under this contract.
  - 3.3.1 Contractor will be responsible for any costs associated with consequential or incidental damages resulting from the use or improper functioning of the respiratory equipment.
  - 3.3.2 In the event that any repair or servicing requires removal of the equipment from the County's premises, the Contractor agrees to provide, at no cost to the County, replacement equipment of equal performance for the County to use during the repair or servicing.
    - 3.3.2.1 Standard preventative maintenance shall be performed on the replacement equipment until such time as the County's equipment provided under this agreement is repaired or serviced and returned to fully functioning.

**4. OTHER SERVICES OFFERED BY THE CONTRACTOR**

- 4.1 Along with the response to this request, Contractor may offer additional services to enhance the Respiratory Services or related program.
  - 4.1.1 If additional services are offered, detail the offer including any associated charges to the Manor.

**5. CRITERIA FOR RESPIRATORY SERVICES PROVIDER**

- 5.1 Must be an established respiratory services in business at least for two (2) years with experience in respiratory therapy and related for similar nursing home facilities.
- 5.2 Display competence in handling a high volume, 301 bed nursing home respiratory program.
- 5.3 Respiratory Services Contractor must be able to provide seven (7) day per week services and offer extended hours or on-call service beyond the normal business day.
  - 5.3.1 Must be able to provide twenty-four (24) hr., seven (7) day per week emergency service and at least a 15 min. verbal response to all emergency requests.

- 5.4 Provide a list of your current Therapists and Technicians along with details on their availability to service this contract.
- 5.5 Contractor shall provide an RT or skilled personnel to perform procedures as ordered and as needed.

**6. ITEMS SUPPLIED BY THE MANOR**

- 6.1 The Manor shall provide the facility and its residents, nursing staff to coordinate the administering of medications and resident's Physician orders.
- 6.2 Staff to place and receive orders related to the contract and a system to account for records and procedures for services, supplies and equipment once they are delivered to the Manor.
- 6.3 The Manor will take all necessary steps to assure complete access by the contractor to any records requested to administer the contract.
  - 6.3.1 The contractor shall agree to maintain complete confidentiality of all information relating to the policies, procedures and records of the residents and the facility.

**7. ITEMS SUPPLIED BY THE RESPIRATORY CONTRACTOR**

- 7.1 The contractor chosen will provide all respiratory items ordered by the Manor in compliance with the terms and conditions set forth herein.
- 7.2 The contractor shall provide all medical administration, treatment and recertification records for technical staff.
- 7.3 Contractor shall provide and maintain all medical equipment needed to provide the services listed herein.

**8. COMPENSATION FOR SERVICES**

- 8.1 Fees for medications and services shall be as set forth in the fee schedule published by the Nebraska Department of Public Welfare in effect on the date of the execution of this contract.
  - 8.1.1 All changes in the applicable fee schedule will adjust the contractor's schedule comparably.
- 8.2 It is understood that collection of fees for medications and services distributed to the Lancaster Manor's residents is to be conducted entirely between the contractor and the Nebraska Department of Public Welfare.
  - 8.2.1 The collection of any private billings to residents who are obligated to pay certain exempt or additional medical expenses shall be solely between the contractor and the resident.
    - 8.2.1.1 The Manor will assume no liability for any resident fees unpaid for any reason whatsoever.
- 8.3 The contractor shall be paid fees for consulting services as agreed at the hourly rate as accepted in the proposal response and resulting negotiations.
  - 8.3.1 Any rate adjustment will be reached by mutual consent of both parties and will become part of this contract by addendum.
- 8.4 *Under no circumstances shall the provider submit charges that exceed the usual and customary charges.*

## **PROPOSAL RESPONSE**

- 9. PROPOSAL RESPONSE:** Include with your response the following material (8 copies):
- 9.1 **LETTER OF TRANSMITTAL:** briefly outlining the proposer's understanding of the work and general information regarding the firm and individuals to be involved (should be limited to not more than two pages).
    - 9.1.1 The transmittal letter should clearly state the local address of the office which is performing the work, the telephone number and name of the County's primary contact person.
  - 9.2 **TABLE OF CONTENTS:** which identifies the material by section, page number and reference to the following information requested to be contained in the proposal.
  - 9.3 **PROFILE OF FIRM SUBMITTING THE PROPOSAL:** state whether your firm is local, regional or national and a brief description of the size/resources of the firm.
    - 9.3.1 Indicate if your firm is, 1) licensed to practice respiratory services in the state of Nebraska, 2) if your firm has undergone an external quality control review in the last three years, and 3) details on how you meet continuing education requirements.
    - 9.3.2 Describe the local office from which the work is to be performed including, but not limited to: location, current size of staff, and any other pertinent resources associated with the office which would be of benefit to successfully providing the respiratory services described herein.
  - 9.4 **QUALIFICATIONS:** describe the recent experience your firm has with performing similar services which would relate to this proposal.
    - 9.4.1 Include resumes of all key professional members who would be assigned, if your firm is selected, to perform the County's respiratory services.
      - 9.4.1.1 The resumes should include the amount of experience the individuals have had in similar assignments.
    - 9.4.2 List the number of professionals in the local office who are experienced in providing respiratory services for nursing home facilities.
  - 9.5 **SCOPE OF SERVICES:** briefly describe your understanding of the scope of services to be provided indicating any specific information or procedures which will address the criteria set forth herein.
  - 9.8 **FEES AND COMPENSATION:** provide eight (8) copies of the fee schedule and equipment/supply list in the separate sealed envelope for each of the possible six (6) contract years:
  - 9.9 **EXCEPTIONS:** Conditional or qualified proposals are subject to rejection in whole or in part.

9.9.1 All exceptions to the requirements, conditions, specifications, or other provisions of this RFP must be in writing and attached as an exhibit to the proposal clearly labeled "Exceptions & Clarifications of the Requirements" at the time of submission by the Proposer.

9.9.1.1 Exceptions and clarifications made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically described herein shall not be made a part of the resulting contract.

9.9.1.2 Exceptions and clarifications made by the Proposer which are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the Contract.

9.9.1.3 Exceptions and clarifications which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the RFP shall prevail.

**10. EVALUATION CRITERIA:** This project will be awarded to the most responsive proposer whose proposal will be most advantageous to the County, and deemed by the Respiratory Services Evaluation Committee to best serve the Manor's needs. Interested Proposals will be ranked according to the following criteria:

10.1 **QUALIFICATIONS:** Organizational structure and experience of the firm in delivery or respiratory services for a nursing home.

10.1.1 Recent experience in similar types of work.

10.1.2 Qualifications of the respiratory therapist and technicians and number of individuals trained and experienced in respiratory service delivery.

10.2 **SCOPE OF SERVICES:** Understanding of scope of services and approach to the County's respiratory consulting and preventative maintenance requirements.

10.2.1 Other benefits, enhancements and/or services offered to the County.

10.3 **SCHEDULE OF WORK:** Proposers ability to perform the work described utilizing existing staff.

10.4 **EXCEPTIONS:** Conditional or qualified proposals are subject to review by the County and may be rejected in whole or in part.

10.5 **FEES AND COMPENSATION:** Overall cost, including equipment, supplies and consulting services for the performance of the work described herein.

10.6 **ORAL INTERVIEWS:** The County designated Respiratory Services Evaluation Committee will review the Proposers written proposal and rank them according to the criteria listed, then the top ranked Proposer(s) will be contacted to participate in a verbal interview.

10.6.1 A select group of Proposers will be invited to make a verbal presentation to clarify and expand upon the proposal response.